

SERVICE LEVEL AGREEMENT

Between ***COPELAND BOROUGH COUNCIL***

And ***COPELAND STADIUM TRUST***
With reference to the Cumbria Academy of Sport

1. LEGAL PREAMBLE

This Agreement made the 1st day of November 2006 is made between Copeland Stadium Trust of Whitehaven, Cumbria, and Copeland Borough Council of Council Offices, Catherine Street, Whitehaven, Cumbria (“the Council”)

Whereas the Council is desirous of assisting Copeland Stadium Trust in promoting leisure and recreational services and Copeland Stadium Trust seeks assistance in achieving those initiatives

Now therefore it is agreed that in consideration of the Council in pursuance of its powers under Section 19 (3) Local Government (Miscellaneous Provisions) Act 1976 agreeing to pay to Copeland Stadium Trust the sum of £5,000.00 payable in two equal instalments of £2,500.00 to be paid on 1st November 2006 and 31st March 2007, Copeland Stadium Trust agrees to provide the services set out in Paragraph 5 hereto upon the terms and conditions set out in Paragraph 6

2. INTRODUCTION

2.1. This agreement between Copeland Borough Council and Copeland Stadium Trust sets out clearly the undertakings made and the level of services to be provided to the community by Copeland Stadium Trust in return for the financial support provided by Copeland Borough Council

3. LENGTH OF AGREEMENT

3.1. This agreement lasts for one financial year and covers the twelve month period from 1st of April 2006 to 31st March 2007. It may be reviewed at any time at the request of either party but can only be varied by agreement of both parties

4. GRANT FROM COPELAND BOROUGH COUNCIL

4.1. Copeland Borough Council will pay Copeland Stadium Trust the sum of £5,000.00 as a grant for the financial year 2006/2007

4.2. The grant will be paid in two equal instalments on 1st November 2006 and 31st March 2007.

4.3. The grant will be used solely to defray expenditure necessarily incurred by Copeland Stadium Trust in providing the services detailed in this Service Level Agreement

5. SERVICES TO BE PROVIDED BY COPELAND STADIUM TRUST

5.1. As one of the major community facilities in Copeland, The Copeland Stadium will be made available to a range of community groups without discrimination on grounds of age, gender, sexuality, religion, race, or disability.

5.2. The Stadium, a multipurpose sports facility, will be available for bookings, by the general public, Monday to Sunday 0900hrs – 22.30hrs or otherwise as agreed by both parties. The range of

bookings will seek to cover all sectors of the Community, including Rugby League Football, Athletics, Football, and the education sector.

5.3 To maximise and co-ordinate opportunities for all players and coaches to fulfil their potential whilst ensuring the needs, well being and interests of young people are fully safeguarded through the adoption of current best practice in child protection.

5.4 To promote and develop Rugby League Football and the Stadium through the provision of coaching, equipment, facilities and publicity.

5.5 To increase the number and quality of coaches and players participating in Rugby League and a range of other sports in the Copeland Area.

5.6 To liaise closely with the Sports Development Officers of Copeland Borough Council

6.0 Facilities and Usage

6.1 The following information is for the 2005/2006 period in total:

Activity	TOTAL
Total number of visits	9513
Total number of hours used by the public	1536
Number of pitch hires	112
Number of track hires	215
Number of low income / unemployed attending	950
Number of disabled attending	43
Number of children attending	6995
Social room hires	94

6.2 It should also be noted that the stadium has been closed for large sections of the year due to a comprehensive refurbishment plan, which is due to be finished in November 2006.

6.3 The Cumbria Academy of Sport will actively seek to increase the usage of the Copeland Stadium above and beyond the range of current activities and levels of usage.

7.0 Financial Position

7.1 The total income for 2005/2006 is £35918.40 (plus £48131.30 in grant funding) with expenditure of £60256.16. The stadium has required grant and contributions to restrict losses to manageable amounts

8.0 Employment

8.1 The Stadium Trust has recently appointed a full time Sports Development Manager for an initial one year period. The Copeland Stadium Trust is run totally on a not for profit basis.

9.0 CONDITIONS OF GRANT

9.1 Copeland Stadium Trust shall make any relevant management information available to the Council to enable the Council to monitor Copeland Stadium Trust's performance against the agreed standards

9.2 Copeland Stadium Trust undertakes to hold an annual general meeting and monthly meetings of the management committee. Copeland Stadium Trust undertakes to inform the Council of these meetings to provide the Council with agenda and minutes and to allow the Council to be represented if the Council so asks

9.3 Copeland Stadium Trust undertakes to publish a statement of audited accounts within six months of the end of the financial year, and to copy that report to the Council as soon as it is published

9.4 Copeland Stadium Trust undertakes to maintain proper audited accounts and to ensure that funds are only used for the purpose for which they are given. Copeland Stadium Trust will within 7 days forward a copy of the latest available audited accounts to the Council's Chief Finance Officer prior to the first payment of the grant, and will also forward a copy of the audited accounts for 2005 and 2006 within six months of the end of Copeland Stadium Trust's relevant financial year. Copeland Stadium Trust shall make any additional financial records available to the Council to enable the council to audit this requirement

9.5 Copeland Stadium Trust undertakes to maximise its income from grants, donations and other sources

9.6 Copeland Stadium Trust undertakes complete a quarterly monitoring form to be submitted on the following dates: July 1st 2007, October 1st 2007, January 1st 2007 and April 1st 2007,. (Please see appendix 1 for form).

10.0 MONITORING AND DEFAULT

10.1 Representatives from Copeland Borough Council and Copeland Stadium Trust shall hold at least two meetings each year in order to review the quality and cost effectiveness of the service provided, and to agree any necessary action. These meetings to be organised by Copeland Stadium Trust

10.2 In the event of Copeland Stadium Trust defaulting on the terms of this agreement the Council reserves the right to reduce or withdraw grant aid or for a proportion of the grant to be returned if default occurs prior to the end of any period for which a grant has already been made, all without further notice

11.0 SIGNATURES

In witness where of Copeland Stadium Trust and the Council have hereto etc.

Dated this day of October 2006

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on behalf of Copeland Borough Council

on behalf of Copeland Stadium Trust

Witness

Witness

Chairman of Trustees

.....
Secretary

.....
Treasurer

Performance Monitoring Report Copeland Stadium Trust

Period Covered	Year

Visits	2006/2007	2005/2006	Variance	Ref.
Total number of visits				A
Number of low income/unemployed attending				B
Number of disabled attending				C
Number of children attending				D

Finance	2006/2007	2005/2006	Variance	Ref.
Total net expenditure				E
Total income				F
Variance				G
Net cost per visit				H

Operational	2006/2007	2005/2006	Variance	Ref.
Number of complaints				I
Total number of hours used by the public				J
Number of pitch hires				K
Number of track hires				L
Number of function room hires				M
Comments				

To allow explanation of differences in the above sections.

A:
B:
C:
D:
E:
F:
G:
H:
I:
J:
K:
L:
M:

Other notable events

*To allow events/individuals/developments to be highlighted
Will feed into the newsletter.*

